

BIDDERS COMPANY NAME

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## REQUEST FOR PROPOSAL

Telling Our Story  
Documentary about  
“Paddle to Nisqually – 2016”  
Project  
NISQUALLY INDIAN TRIBE

Prepared By:  
Nisqually Tribal Council  
Nisqually Sheila McCloud, Tribal Council Secretary & Micah McCarty, Consultant  
4820 She-Nah-Num Drive  
Olympia WA. 98513

REQUEST FOR PROPOSAL  
RFP# 2016-TC001

DATE: May 4, 2016

The Nisqually Tribal Council Paddle to Nisqually Steering Committee on behalf of the Nisqually Indian Tribe is issuing a Request for Proposal (RFP) for interested Contractors to submit proposals for filming and producing a video for the "Telling Our Story" project. Proposals shall include itemized costs for; filming, producing, editing, reproduction, format options (1080 / 4K,) samples of last three (3) completed projects, estimated timeline for completion of project and delivery of goods and professional references. Nisqually Tribe will have full ownership and all rights to finished product. Minority and disadvantaged companies as well as Native American are encouraged to submit proposals.

This project has been designed by Paddle to Nisqually Steering Committee.

**VIABLE CONTRACTORS:** to be awarded this project **CONTRACTOR**, of the winning bid, must be current will all taxes, insurances, bonding and licensing. Failure to comply will result in bid rejection.

**SEALED PROPOSALS:** Vendors will deliver three copies of the proposal to the following address either by hand or by postal/delivery service:

Nisqually Indian Tribe  
4820 She-Nah-Num Drive SE  
Olympia WA. 98513  
Phone: 360-456-5221  
Attn: Jill Wall  
Financial Services - Contracts

**CLOSING DATE FOR SUBMITAL SHALL BE Thursday, June 2, 2016 by 5PM**

**Proposals received after the above-cited time will be considered a late response and are not acceptable unless waived by the Financial Services Director.**

- Please mark the envelopes clearly with Sealed RFP Financial Services Dept., project # 2016-TC001
- Questions may be directed to David Montgomery, 360-456-5221 or e-mail [montgomery.david@nisqually-nsn.gov](mailto:montgomery.david@nisqually-nsn.gov)

Thank you for your Interest

**Definitions:**    **“Tribe”**                    **is Nisqually Indian Tribe**  
                         **“Bidder”**                    **an individual or business submitting a bid to Nisqually Tribe**  
                         **“Contractor”**           **One who contracts to perform services in accordance with a contract**

## **1. PROPOSAL TERMS**

- A. The Nisqually Tribe reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service(s), and other factors in accordance with the Tribal Bidding Procedure policy. The Tribe does not intend to award a Bid fully on the basis of any response made to the proposal; the Tribe reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the provider whose proposal is deemed to best meet the Tribe’s specifications and needs.
- B. The Tribe reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the Tribes to be in the best interests of the Tribe even through not the lowest bid.
- C. The price quotations stated in the bidders proposal will not be subject to any price increase from the date on which the proposal is opened at the Tribal headquarters to the mutually agreed-to date Bid.
- D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP maybe adjusted to allow for revisions.
- E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor’s ability to meet the requirements of the RFP.

## **2. SCOPE OF SERVICES**

Contractor will film the 2016 Paddle to Nisqually Canoe Journey (July and August of 2016) and work with canoe crews to create three (3) versions of a high definition video, one each 90 minutes, 45 minutes and 30 minutes. The film shall include footage of the canoes enroute, soft landing, main landing, aspects of the Treaty Tree Ceremony, opening ceremony, protocol, closing ceremony and raffle drawings, ambient footage and interviews both formal and

informal. The film shall also encompass the prevailing themes and messaging of the Tribe that are presented below.

- Teq W U?ma? “ Don’t Forget the Water.
- The Mountain and the Healing medicine of the water.
- Nisqually and our treaty protected cultural ties to the lands and waters.
- The importance of maintaining a living culture and the health of the environment.
- Honoring our Ancestors, Elders, Warriors and Youth.
- Treaty warriors.
- Honoring our cultural leaders and keepers of traditions.
- Educating our youth and our non-natives (public schools.)
- Educating the visitors to the Billy Frank Jr Nisqually National Wildlife Refuge and the National Treaty Tree Memorial.

Contractor will work with Tribal Council and designees on edit requirements for creation of 3 versions of the film; a 90 minute feature length video to be marketed internationally, nationally, and regionally, and with television networks, a 45 minute version for educational institutions and a 30 minute version for public schools.

Contractor shall provide 400 DVD copies of full length film for Nisqually tribal members.

Contractor shall be available for screening premiere in Nisqually.

## **CONTRACT PROVISIONS**

### REPORTING OF CONTRACTOR

Section 1 – The Contractor is to report to the Tribal Council designee and confer with them as necessary to insure satisfactory work progress.

Section 2 – All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractors name.

Section 3 – The Contractor will submit the final finished product to the Tribal Council designee.

Section 4 – The Contractor will relinquish all rights to the finished product and Nisqually Indian Tribe shall be the sole owner of the film.

### PERSONNEL

Section 1 – The contractor will provide the required services and will not subcontract or assign the services without prior written approval of the Tribe. The contractor may be asked to coordinate with other videography teams on this project at the direction of the Tribal Council designee. Subcontractors, as well as primary contractors, are subject to the TERO ordinance and the Tribe’s Native American preference policy (detailed below.) This ordinance applies to all sub tiers as well.

#### INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify the Nisqually Tribe, its officers, agents volunteers and employees from any and all liabilities, claims, liens fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractors own employees and loss of damages to any property, including property owned or in the care, custody or control of the Nisqually Tribe in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

#### NATIVE AMERICAN PREFERENCE

The Nisqually Tribe’s Native American preference in contracting policy will be used to select the winning bid.

The owner wishes to make available any and all opportunities for employment and training for Nisqually Tribal Members, their immediate families, and all other Native Americans. Therefore, the Tribal Employment Rights Ordinance (TERO) is in effect for this project. This includes but is not limited to:

- Native preference in employment.
- Native preference in contracting.
- 1.75% Employment Rights tax on all projects \$20,000 and over.

TERO also applies to subcontractors and all sub tiers.

It is the responsibility of the bidder to contact the TERO officer.

Nisqually TERO; Frances Rohr

(360) 456-5221 ext.1128

(360) 259-8144 cell

[rohr.frances@nisqually-nsn.gov](mailto:rohr.frances@nisqually-nsn.gov)

#### TRIBAL HISTORIC PRESERVATION OFFICER REQUIREMENTS



- THPO requires 30 day notice prior to any ground disturbances or tree removal to ensure for review and determination of what level of survey is needed to better protect the cultural, historical, and archaeological resources of the TRIBE. A THPO representative shall be present at all dig sites, regardless of size or depth of dig, in order to prevent any damage to known or potential cultural resource sites. THPO laws, regulations and executive orders are in effect.

#### INSURANCE REQUIRMENTS

- Contractor is required to provide proof of current workers Compensation Insurance with Washington State statutory limits and Employers liability Insurance.
- Contractor will provide proof of Commercial General Liability Insurance stating adequate coverage for project.
- Automobile Liability Insurance covering all owned hired and non-owned vehicles with Personal Protection Insurance and Property Protection insurance.

CONTRACTOR:

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PHONE:

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ADDRESS:

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Please attach complete bid to this form